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6 **UNITED STATES DISTRICT COURT**
7 **FOR THE WESTERN DISTRICT OF WASHINGTON**
8 **AT SEATTLE**

9 KARI BONALLO and IAN BONALLO,

10 Plaintiffs,

11 vs.

12 STATE FARM MUTUAL AUTOMOBILE
13 INSURANCE COMPANY, a foreign
insurance company,

14 Defendant.

NO. 2:16-cv-00900-RSM

STIPULATED MOTION AND ORDER
TO BIFURCATE CLAIMS AND STAY
DISCOVERY

15 **STIPULATION**

16 Pursuant to LCR 10(g), plaintiffs Kari Bonallo and Ian Bonallo and defendant State
17 Farm Mutual Automobile Insurance Company (“State Farm”) hereby stipulate and jointly
18 request this Court order that plaintiffs’ extra-contractual claims against State Farm alleging bad
19 faith, violation of the Consumer Protection Act (CPA), breach of fiduciary duty, and violation
20 of the Insurance Fair Conduct Act (IFCA) be bifurcated apart from, and tried after, plaintiffs’
21 claims against State Farm for UIM benefits under plaintiff’s insurance policy with State Farm.
22 The parties further stipulate and request that discovery on the extra-contractual claims should
23 be stayed until after the UIM claims are resolved.
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STIPULATED MOTION AND ORDER TO BIFURCATE CLAIMS
AND STAY DISCOVERY – 1
[CASE NO. 2:16-CV-00900-RSM]

REED McCLURE

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Discovery.docx

Such bifurcation and stay of discovery is necessary to promote convenience and judicial economy and avoid prejudice to State Farm. Determining the amount of accident related damages in the first phase of discovery and trial will allow for a prompt and fair resolution and could eliminate issues for the second phase of discovery and trial. Moreover, trying the extra-contractual claims and the claims for policy benefits at the same time would be impractical and confusing for the jury and prejudicial to State Farm. During the jury's consideration of the plaintiffs' bodily injury claim, it would be improper for the jury to hear evidence of how others, such as State Farm employees, valued the plaintiffs' claims for benefits. Further, discovery that could be relevant to plaintiffs' extra-contractual claims, such as how State Farm handled the plaintiffs' UIM claim, is irrelevant to determining the proper amount of accident related damages and would reveal privileged communications and protected work product with respect to that claim. The proposed bifurcation and stay of discovery would eliminate these unnecessary and inefficient complications.

Respectfully submitted this ____ day of July, 2016.

 Michael S. Rogers, WSBA 16423
 Attorney for Defendant
 1215 Fourth Avenue, Suite 1700
 Seattle, WA 98161-1087
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 Attorney for Plaintiffs
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 206-788-3000

ORDER

Based upon the foregoing stipulated motion of the parties:

STIPULATED MOTION AND ORDER TO BIFURCATE CLAIMS
 AND STAY DISCOVERY – 2
 [CASE NO. 2:16-CV-00900-RSM]

REED McCLURE
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1 IT IS HEREBY ORDERED that plaintiffs' extra-contractual claims shall be tried
2 separately from, and after, the trial on plaintiff's claim for UIM policy benefits.

3 IT IS FURTHER ORDERED that discovery on plaintiffs' extra-contractual claims is
4 stayed until after trial on plaintiff's claim for UIM policy benefits is resolved.

5 DATED this 5th day of August 2016.
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10 RICARDO S. MARTINEZ
11 CHIEF UNITED STATES DISTRICT JUDGE

12 Presented By:

13 REED McCLURE
14

15 By _____
16 Michael S. Rogers, WSBA 16423
Attorney for Defendant

17 Approved as to form, notice
18 of presentation waived:

19 WONG BAUMAN LAW FIRM, PLLC
20

21 By _____
22 Angela Wong, WSBA 28111
Attorney for Plaintiff
23
24
25

STIPULATED MOTION AND ORDER TO BIFURCATE CLAIMS
AND STAY DISCOVERY – 3
[CASE NO. 2:16-CV-00900-RSM]